To have and to hold for the term of ten(10) years from the date of this instrument, for the purpose of building and maintaining upon the above described harbor area, wharves, docks and other structures for the convenience of navigation and commerce, as may be determined by legislative enactment or by rule of the Commissioner of Public Lands.

"The assessor shall thereupon in accordance with section 11121 of Remington's Compiled Statutes determine the true and fair value in money of such harbor area (exclusive of the improvements thereon) as of March 1st preceding the date of the filing of such application and certify the same to the commissioner. Such value shall be the basis of rental until the assessor's next valuation as herein provided. The assessor shall thereafter in every even numbered year as of March 1st place a valuation on such harbor area (exclusive of improvements) in accordance with said section 11121, Remington's Compiled Statutes, and certify the same to the commissioner and such valuation shall be the basis of rental for the two-year period following such valuation."

The State of Washington shall have the right to regulate, either under rules established by the Commissioner of Public Lands, or by legislative enactment, or by both methods, the rates of wharfage, dockage and other tolls, to be imposed by the lessee...... upon commerce for any of the purposes for which said leased harbor area may be used, and to change such regulations and rates from time to time, and the right to prevent by such means and in such manner as it may adopt, extortion, discrimination, unequal or exclusive privileges, and to cancel this lease for the violation of any law, rule, regulation or order governing the same.

The State of Washington shall have the power by the Commissioner of Public Lands to cancel this lease upon a breach of any of its conditions by the lessee...... or for the failure or refusal of the said lessee...... to erect, within a reasonable time hereafter, and continuously to operate and maintain in and upon the above described harbor area the wharves, buildings or other structures described and represented in the exhibits of improvements proposed to be erected therein by said lessee......, which have heretofore been filed with the Commissioner of Public Lands, or as altered with the consent and approval of said Commissioner entered upon his records.

The State of Washington reserves unto itself, port district, county, city or other public agency in the territory where the portion of the harbor area described in this lease is located, the right to assume and thereafter hold this lease upon acquirement of the tide lands contiguous thereto and fronting thereon, without any value for said lease except for improvements thereon: Provided, That this covenant shall not be held to apply to any cancellation of this lease ordered by the Commissioner of Public Lands on account of fraud or breach of any of the covenants of this lease, or a failure to file and keep therewith a good and sufficient bond as provided by law, but in such case the improvements upon the said leased area shall become the property of the State.

The lessee shall not make or suffer to be made any artificial filling in of said leased area or any deposit of rock, earth, ballast, refuse, garbage or other matter within such area, except as provided by law or as approved in writing by the Commissioner of Public Lands.

If the said lessee...... shall fail to pay to the State the rental hereinbefore provided on the date when the same is due, or within sixty days thereafter, the Commissioner of Public Lands may declare this lease canceled and all rights or claims of the said lessee...... under this lease in and to the said area or in or to any improvement therein or thereon, shall immediately thereupon vest in the State of Washington.

The lessee....... herein shall not sub-let the whole or any part of said leased area except upon the written permission of the Commissioner of Public Lands.

All the conditions and covenants set forth in this indenture are declared to be of the essence of the contract, and a breach of any one is a breach of the whole.

Executed in duplicate this day and year above written.

THE STATE OF WASHINGTON.

Commissioner of Public Lands.

Larold Sfent

Lessee

P. O. Address

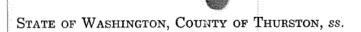
County, State of

Commissioner of Public Lands.

Lessee

Ritsap

County, State of



THIS INDENTURE, Made this 25th day of January , A. D. 1948
by and between the State of Washington, party of the first part, lessor, and Ernest B. Lent,
Harold D. Lent and Theodore Blomberg , part ies of the second part, lessee s

WITNESSETH, That the State of Washington, lessor, does hereby lease, demise and let unto said parties of the second part the following described property, situate in said State, County of Kitsap , and being that part of the harbor area in front of the following described property, to-wit:

whote In front of portion of Joseph Daly's Garden Tracts, being part of lot 1, section 14, township 24 north, range 1 east, W.M. Lands, and more particularly described as follows:

All harbor area in front of Tract 23 and the west half of Pennsylvania Avenue (Daly's Avenue) in the plat of Joseph Daly's Garden Tracts in lot 1, section 14, township 24 north, range 1 east, W.M., between two lines extending across the harbor area at right angles to the outer harbor line, one of said lines passing through the point of intersection of the center line of Pennsylvania Avenue with the inner harbor line and the other through the point of intersection of the west line of said Tract 23 with the inner harbor line.

Said harbor area is as shown on the official maps of Bremerton Tide Lands on file in the office of the Commissioner of Public Lands at Olympia, Washington.

Annual rental, \$33.00 first period

Payable January 25th

Application No. 1432

And

DUPLICATE

No. 1393

LEASE AND BOND

OF

Harbor Areas

STATE OF WASHINGTON

TO

Ernest B. Lent, Harold D. Lent and Theodore Blomberg

Address 279 - 4th St. Bremerton, Wash.

Harbor of Bremerton

Application No. 1432